

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Adrian Plesha

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MUR 4919

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities.

The Commission found probable cause to believe that Adrian Plesha ("Respondent"), knowingly and willfully violated 2 U.S.C. § 441h.

NOW, THEREFORE, the Commission and Adrian Plesha, having duly entered into conciliation pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), do hereby agree as follows:

- I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters voluntarily into this agreement with the Commission.
- IV. The pertinent facts in this matter are as follows:¹
 1. The Federal Election Campaign Act of 1971, as amended ("the Act"), provides that no person who is an employee or agent of a candidate for federal office shall fraudulently misrepresent any committee under his control as speaking or writing

¹ All of the facts recounted in this agreement occurred prior to the effective date of the Bipartisan Campaign Reform Act of 2002 ("BCRA"), Pub. L. 107-155 Stat. 81 (2002). Accordingly, unless specifically noted to the contrary, all citations to the Federal Election Campaign Act of 1971, as amended (the "Act"), herein are to the Act as read prior to the effective date of BCRA and all citations to the Commission's regulations herein are to the 2002 edition of Title 11, Code of Federal Regulations, which was published prior to the Commission's promulgation of any regulations under BCRA.

for or on behalf of any other candidate or political party on a matter which is damaging to such other candidate or political party. 2 U.S.C. § 441h(1).

2. In 1998, Adrian Plesha was the campaign manager for Charles Ball for Congress, the authorized committee of Charles Ball, a Republican candidate who ran for Congress in California's Tenth Congressional District in 1998 against the incumbent Democratic Congresswoman, in the general election.
3. In or about October 2000, the FEC was conducting an investigation into whether, in the period prior to the November 3, 1998, congressional election, Respondent created and caused to be disseminated to registered Democrats in the Tenth Congressional District fabricated letters and telephone calls purportedly from the "East Bay Democratic Committee," a fictitious Democratic organization, urging them not to vote for the incumbent Democratic Congresswoman. The letters falsely indicated that they were signed and approved by the Democratic Congressman representing California's Seventh Congressional District.
4. In or about October 2000, as part of its investigation, the FEC served written investigative interrogatories upon Respondent seeking a written response to several questions concerning the creation and dissemination of the fabricated letters and telephone calls purportedly from the East Bay Democratic Committee.
5. It was material to the FEC's investigation to determine, among other things, all facts regarding the creation, review, editing, approval, and financing of the fabricated letters and phone calls purportedly from the East Bay Democratic Committee, including who was, in fact, involved, and the political affiliations of the individuals or entities sponsoring and/or paying for the letters and calls.

6. In or about October 16, 2000, in the District of Columbia, Respondent signed and caused to be submitted to the FEC a written response to the FEC's investigative interrogatories in which Respondent knowingly and willfully made the following false, fictitious, and fraudulent statements and representations, among others:
- a. "I first saw the East Bay Democratic Committee letter . . . when a reporter contacted the campaign about it. I recall this happened shortly before election day. I did not create, edit, review, approve, authorize, finance or disseminate this document . . ."
 - b. "I do not know who created, edited, reviewed, approved, financed or disseminated this mailer. I did not see this letter until a reporter provided me a copy.
 - c. "I did not approve, authorize, or finance a phone bank or calls [by persons claiming to be from the 'East Bay Democratic Committee' or any similarly named group which discussed the incumbent Democratic Congresswoman or urged callers not to vote for her]."
 - d. "As far as I know, our campaign did not have such a phone bank or make such calls. I do not know who would have created, approved, or financed it."
7. Respondent knew that the above-cited statements and representations in his written response were false, fictitious, and fraudulent when he made them to the Commission, in that Respondent, in fact: created, reviewed, approved, authorized, and caused to be disseminated and financed the fabricated letters and telephone calls from the East Bay Democratic Committee; knew the true political affiliations of the individuals or entities sponsoring and/or paying for the letters

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and calls; and had seen the fabricated East Bay Democratic letter before the campaign was contacted by the reporter.

Violation

V. Based on the above, Adrian Plesha violated 2 U.S.C. § 441h in connection with a scheme in which he created and disseminated direct mail and phone bank communications fraudulently misrepresenting Charles Ball for Congress as the local committee of the Democratic Party and candidate on a matter damaging to that Party and candidate, i.e., urging recipients not to vote for the Party's nominee. Adrian Plesha will cease and desist from committing or causing any violation of 2 U.S.C. § 441h.

Civil Penalty

VI. Adrian Plesha will pay a civil penalty to the Federal Election Commission in the amount of Sixty Thousand Dollars (\$60,000) pursuant to 2 U.S.C. § 437g(a)(5)(B).

Other Provisions

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 45 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

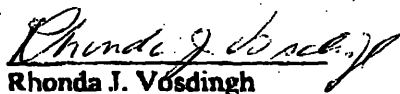
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X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence H. Norton
General Counsel

BY:


Rhonda J. Vosdinger
Associate General Counsel
for Enforcement

4/22/04
Date

FOR THE RESPONDENT:


Adrian Plesha

2/13/04
Date

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